



St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

August 12, 1987

RECORDATION NO. 6941-L Filed 1428

AUG 18 1987-3 40 PM

INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D.C. 20423

RECORDATION NO. 6941-M Filed 1428

AUG 18 1987-3 40 PM

INTERSTATE COMMERCE COMMISSION

RE: I.C.C. Finance Docket No. 27289 --
St. Louis Southwestern Railway Company
Equipment Trust Agreement, Series A

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Tenth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of July 15, 1987, to Equipment Trust Agreement dated as of February 1, 1973, creating St. Louis Southwestern Railway Company Equipment Trust, Series A, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of February 1, 1973, recorded on February 23, 1973, at 3:25 PM, assigned Recordation No. 6941;

Supplement to Equipment Trust Agreement dated as of June 1, 1973, recorded on June 25, 1973, at 4:15 PM, assigned Recordation No. 6941-A;

Second Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 6941-B;

Third Supplement to Equipment Trust Agreement dated as of June 2, 1980, recorded on August 22, 1980, at 2:40 PM, assigned Recordation No. 6941-C;

a Southern Pacific subsidiary

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Fourth Supplement to Equipment Trust Agreement
dated as of August 1, 1982, recorded on August 11,
1982, at 10:50 AM, assigned Recordation No. 6941-D;

Fifth Supplement to Equipment Trust Agreement
dated as of October 10, 1983, recorded on
October 24, 1983, at 3:15 PM, assigned
Recordation No. 6941-E;

Sixth Supplement to Equipment Trust Agreement
dated as of June 1, 1984, recorded on June 19,
1984, at 3:10 PM, assigned Recordation No.
6941-F;

Seventh Supplement to Equipment Trust Agreement
dated as of July 22, 1985, recorded on
September 4, 1985, at 11:05 AM, assigned
Recordation No. 6941-G;

Eighth Supplement to Equipment Trust Agreement
dated as of May 30, 1986, recorded on June 24,
1986, at 10:15 AM, assigned Recordation No. 6941-H;

Assignment and Transfer of Certain Road Equipment
dated as of May 30, 1986, recorded on June 24,
1986, at 10:15 AM, assigned Recordation No. 6941-I;

Ninth Supplement to Equipment Trust Agreement
dated as of June 1, 1987, recorded on July 21,
1987, at 1:25 PM, assigned Recordation No. 6941-J;
and

Assignment and Transfer of Certain Road Equipment
dated as of June 1, 1987, recorded on July 21,
1987, at 1:25 PM, assigned Recordation No. 6941-K.

In connection with the recording of the Tenth Supplement and Assignment and Transfer, each dated as of July 15, 1987, to the Equipment Trust Agreement dated as of February 1, 1973, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.
30 South 30th Street
Philadelphia, Pennsylvania 19104

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Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

General Description of the Equipment
Covered by the Tenth Supplement:

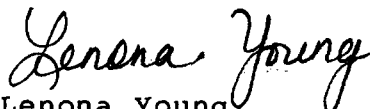
<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SSW and numbered 9289.

General Description of the Equipment Covered by the
Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SSW and numbered 9271.

When the recording of the Tenth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof and return four (4) each of the same to the undersigned.

Very truly yours,



Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
EQUIPMENT TRUST
SERIES A

RECORDATION NO. *6941-M* Filed 1987

AUG 18 1987 - 3 40 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of July 15, 1987

FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the 15th day of July, 1987, by FIRST PENNSYLVANIA
BANK, N.A., formerly known as The First Pennsylvania Banking
and Trust Company, a corporation duly organized and existing
under the laws of the Commonwealth of Pennsylvania, Trustee
under the Equipment Trust Agreement hereinafter mentioned
(hereinafter called the "Trustee"), to ST. LOUIS SOUTHWESTERN
RAILWAY COMPANY, a corporation duly organized and existing
under the laws of the State of Missouri (hereinafter called
the "Company").

WHEREAS, by a certain Equipment Trust Agreement,
bearing date as of February 1, 1973, by and between the
Trustee and the Company (hereinafter called the "Equipment
Trust Agreement"), there was constituted the "St. Louis
Southwestern Railway Company Equipment Trust, Series A,"
pursuant to which Trustee leased certain railroad equipment
to the Company, upon the terms and conditions therein set
forth; and

WHEREAS, a certain locomotive comprising said Trust
Equipment (hereinafter called "Unsuitable Equipment") has
become unsuitable for use, and in accordance with the
provisions of said Equipment Trust and in anticipation and
consideration of the release of such Unsuitable Equipment,
the Company has assigned and transferred to the Trustee
other standard-gauge railroad equipment (hereinafter called
the "Replacement Equipment"), other than work equipment, as

specifically described in the Tenth Supplement to Equipment Trust dated as of July 15, 1987 ("Tenth Supplement"):

Number of
Units

Description

- | | |
|---|--|
| 1 | Diesel Locomotive; General Motors Corporation (Electro-Motive Division) builder; lettered SSW and numbered 9271. |
|---|--|

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Tenth Supplement to Equipment Trust thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all the right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

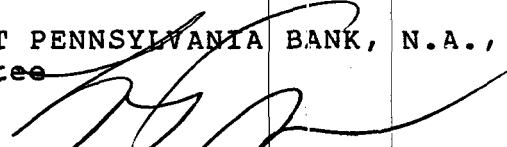
AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 31ST day of July, 1987.

FIRST PENNSYLVANIA BANK, N.A.,
Trustee

By


Assistant Vice President

Attest:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 31st day of July, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

LYNNE N. MCCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990